

TELECOMMUNICATIONS SERVICES

MISSOURI LOCAL EXCHANGE TARIFF

OF

|

TO OPERATE AS A COMPETITIVE  
TELECOMMUNICATIONS COMPANY

This tariff contains certain descriptions, rules, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Phone-Link, Inc. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected, during normal business hours, at Phone-Link, Inc.'s principal place of business: 230 Yager Avenue, Suite 3, LaGrange, Kentucky 40031.

Issue Date: May 16, 2002

Annette Lee, Vice President  
Phone-Link, Inc.  
230 Yager Avenue, Suite 3  
LaGrange, KY 40031

Effective Date: July 2, 2002

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EXPLANATION OF SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

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## TARIFF FORMAT SHEET

A. Sheet Numbering. Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new page added between sheets 34 and 35 would be 34.I.

B. Sheet Revision Numbers. Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 4th revised Sheet 34 cancels the third revised Sheet 34. Because of deferrals, notice periods etc., the most current sheet number on file with the Commission is not always the tariff sheet in effect.

C. Paragraph Numbering Sequences. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding:

2.

2.I.

2.I.1.

2.1.1.A.

2.1.1.A.1

2.1.1.A.1.(a)

2.1.1.A. 1.(a).I

2.1.1.A. 1.(a).I.(I)

2.1.1.A.1.(a).I.(I)(1)

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PHONE-LINK, INC.

Original Sheet 6

WAIVER OF RULES AND REGULATIONS

Pursuant to § 392.420 R.S.Mo., the following Statutory Provisions and Commission Rules have been waived for Phone-Link, [Inc. by](#) the Missouri Public Service Commission and are consistent with other cases involving Carriers providing basic local communications services in Missouri:

<u>Statutory Provisions</u>	<u>Commission Rules</u>	
392.210.2 - Uniform system of accounts	4 CSR 240-10.020	Depreciation fund income
392.240(1) - Just and reasonable rates		
392.270 - Valuation of property (rate making)	4 CSR 240-30.010(2)(C) -	Posting of tariffs
	4 CSR 240-30.040	- Uniform system of accounts
392.280 - Depreciation accounts		
392.290 - Issuance of securities	4 CSR 240-32.030(4)(C) -	Exchange boundary maps
392.300.2 - Acquisition of stock	4 CSR 240-33.030	- Minimum charges
392.310 - Stock and debt issuance	4 CSR 240-35	- Reporting of bypass and custom-specific arrangements
392.320 - Stock dividend payment		
392.330 - Issuance of securities, debts and notes		
392.340 - Reorganization(s)		

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EXCHANGES SERVED

Phone-Link, Inc. provides service in the following exchanges as part of its Resale Agreement(s) or Interconnection Agreement(s) with the underlying carrier(s).

CenturyTel of Missouri, L.L.C.\*

Alton	Fordland	Ozark
Ashland	Foristell	Pittsburg
Augusta	Forsyth	Prairie Home
Ava	Gainesville	Preston
Belle	Galena	Protem
Bernie	Hallsville	Reeds Spring
Bland	Hawk Point	Rocheport
Blue Eye	Hermann	Rockaway Beach
Bourbon	Hermitage	St. James
Bradleyville	High Hill	St. Peters
Branson	Highlandville	Safe
Branson West	Holstein	Seymour
Buffalo	Hurley	Schell Knob
Cabool	Jamestown	Sparta
Cape Fair	Jenkins	Sturgeon
Cassville	Jonesburg	Summersville
Caulfield	Kimberling City	Thayer
Cedar Creek	Koshkonong	Thomasville
Centralia	Leasburg	Troy
Chamois	Louisburg	Turxton
Clark	Mano	Urbana
Columbia	Mansfield	Vichy
Conway	Marshfield	Warrenton
Crane	Marthasville	Washburn
Cross Timbers	Morrison	Wasola
Cuba	Moscow Mills	Wentzville
Dardenne/Lake St. Louis	Mount Sterling	West Plains
Defiance	Mtn. View	Wheatland
Dora	New Melle	Willow Springs
Elkland	Niangua	Winfield
Exeter	O'Fallon	Wooldridge
Foley	Old Monroe	Wright City

\*(formerly GTE Midwest Inc. d/b/a Verizon Midwest)

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**MO P.S.C. Tariff No. 1****1. PHONE-LINK, INC.****Original Sheet 7.1**

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri

Exchanges served by Southwestern Bell

Adrian	Deering	Homersville	New Madrid
Advance	Delta	Imperial	Nixa
Agency	Dexter	Independence*	Oak Ridge
Altenburg-Frohna	Downing	Jackson	Oakville+
Antonia	E. Independence*	Jasper	Old Appleton
Archie	East Prairie	Joplin	Oran
Argyle	Edina	Kansas City	Osage Beach
Armstrong	Eldon	Kennett	Overland+
Ash Grove	Elsberry	Kirksville	Pacific
Beaufort	Essex	Kirkwood+	Parkville*
Bell City	Eureka	Knob Noster	Patton
Belton*	Excelsior Springs	La Monte	Paynesville
Benton	Fair Grove	Ladue+	Perryville
Billings	Farley	Lake Ozark	Pierce City
Bismarck	Farmington	Lamar	Pocahontas
Bloomfield	Fayette	Lancaster	New Wells
Bloomsdale	Fenton	Leadwood	Pond
Blue Springs*	Ferguson+	Lees Summit*	Poplar Bluff
Bonne Terre	Festus-	Liberty*	Portage de Sioux
Boonville	Crystal City	Lilbourne	Portageville
Bowling Green	Fisk	Linn	Puxico
Bridgeton+	Flat River	Lockwood	Quilin
Brookfield	Florissant+	Louisiana	Raytown*
Camdenton	Frankford	Macks Creek	Republic
Campbell	Fredericktown	Malden	Richmond
Cape Girardeau	Freeburg	Manchester	Richwoods
Cardwell	Fulton	Marble Hill	Risco
Carl Junction	Gideon	Marceline	Riverview+
Carrollton	Gladstone*	Marionville	Rogersville
Carthage	Glasgow	Marshall	Rushville
Caruthersville	Grain Valley	Marston	San Antonio
Cedar Hill	Gravois Mills	Maxville	Sappington+
Center	Gray Summit	Mehlville+	Scott City
Chaffee	Greenwood	Meta	Sedalia
Charleston	Hannibal	Mexico	Senath
Chesterfield	Harvester	Moberly	Sikeston
Chillicothe	Hayti	Monett	Slater
Clarksville	Herculaneum-	Montgomery City	Southville
Clever	Pevely	Morehouse	South Kansas City*
Climax Springs	Higbee	Nashua*	Spanish Lake+
Creve Couer+	High Ridge	Neosho	Springfield
De Kalb	Hillsboro	Nevada	St. Charles
De Soto	Holcomb	New Franklin	St. Clair

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**MO P.S.C. Tariff No. 1**

**1. PHONE-LINK, INC.**

**Original Sheet 7.2**

St. Joseph	Trenton	Wardell	Willard
St. Louis	Tuscumbia	Ware	Wyatt
St. Marys	Union	Washington	
Ste. Genevieve	Valley Park	Webb City	
Stanberry	Versailles	Webster Groves+	
Strafford	Vienna	Wellsville	
Tiffany Springs*	Walnut Grove	Westphalia	

\*is technically labeled as a "zone" within the Kansas City Metropolitan Exchange.

+is technically labeled as a "zone" within the St. Louis Metropolitan Exchange

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**1. PHONE-LINK, INC.****Original Sheet 7.3**

Sprint Missouri Inc., d/b/a Sprint

Exchanges served by Sprint

Appleton City	Lincoln
Blackburn	Lone Jack
Blairstown	Malta Bend
Brazito	Maryville
Buckner	Missouri City
Butler	Montrose
Calhoun	Mound City
California	New Bloomfield
Camden Point	Newburg
Centertown	Norborne
Centerview	Oak Grove
Chilhowee	Odessa
Clarksburg	Orrick
Clinton	Oterville
Coal	Pickering
Cole Camp	Platte City
Craig	Pleasant Hill
Dearborn	Richland
Deepwater	Rolla
Edgerton	Russellville
Eugene	Salem
Fairfax	Smithton
Ferrelview	St. Robert
Fort Leonard	St. Thomas
Wood	Strasburg
Green Ridge	Sweet Springs
Hardin	Syracuse
Harrisonville	Taos
Henrietta	Tarkio
Holden	Tipton
Holt	Urich
Hopkins	Warrensburg
Houstonia	Warsaw
Ionia	Waverly
Jefferson City	Waynesville
Kearney	Wellington
King City	Weston
Kingsville	Windsor
Lake Lotawana	
Lebanon	
Leeton	
Lexington	

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**APPLICATION OF TARIFF**

This tariff ("Tariff") sets forth the service offerings, rates, regulations, and terms and conditions applicable to the furnishing of intrastate, common carrier telecommunications resale services by Phone-Link, Inc. (hereinafter referred to as "PHONE-LINK" or the "Company") for business and residential customers between various locations in the State of Missouri with the local exchange service area defined herein.

The rules and regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

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## 1. DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

- 1.1 Access Code: A sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.
- 1.2 Authorization Code: A numbered code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.
- 1.3 Authorized User: A person, firm, company, corporation, or other entity that is authorized by the Customer to take Service under this Tariff.
- 1.4 Automatic Number Identification ("ANI"): Refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when an LEC's switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.
- 1.5 Carrier: A communication common carrier authorized by the Commission or the FCC to provide communications service to the public.
- 1.6 Commission: The Missouri Public Service Commission.
- 1.7 Credits: Has the meaning set forth in Section 2.26 hereof.
- 1.8 Credit Allowances: Has the meaning set forth in Section 2.26 hereof.
- 1.9 Credit Limit: A credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.
- 1.10 Customer: The person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.
- 1.11 FCC: The Federal Communications Commission.
- 1.12 Governmental Authority: Any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.
- 1.13 Holidays: All Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

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- 1.14. Reserved for Future Use.
- 1.15. Interruption: The disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.
- 1.16. InterLATA Service: Communications between a point located in a local access and transport area ("LATA") and a point located outside such area.
- 1.17. Local Access and Transport Area ("LATA"): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.
- 1.18. Local Exchange Carrier ("LEC"): Any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.
- 1.19. Minimum Service Period ("MSP"): The minimum period of time during which Customer takes Services under this Tariff.
- 1.20. Other Providers: Any carriers or other service providers, whose services or facilities are connected to the Services.
- 1.21. Performance Failure: Any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.
- 1.22. Prepaid Residential Telecommunications Service ("Prepaid Service"): Has the meaning set forth in Section 3.1.1 hereof.
- 1.23. Regulation(s): Any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.
- 1.24. Resale Tariff(s): The tariff(s) of one or more Underlying Carriers.
- 1.25. Scheduled Interruption: An Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

- 1.26. **Services :** The Company's regulated, communications common carrier service(s) provided under this Tariff.
- 1.27. **Service Commencement Date:** Either: (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service; or (iii) another, mutually agreed upon date.
- 1.28. **Service Order:** Either: (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.
- 1.29. **Subscriber:** A person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.
- 1.30. **TDD:** A Telecommunications Device for the Deaf.
- 1.31. **Termination (Terminate):** Discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.
- 1.32. **Third Party Billing Companies:** Collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.
- 1.33. **Underlying Carrier(s):** The LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

## 2. RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or interconnection agreements which are on file with, and have been approved by, the Commission.

### 2.1. Undertaking of the Company.

- 2.1.1. **Scope of Service.** The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Tariff is for resale of services only on a prepaid basis, with said basic local telecommunication services being offered as a separate and distinct service from other services in accordance with R.S.Mo. § 392.455. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service

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Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

- 2.1.2. Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3. Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).
- 2.1.4. Statement of Rights and Responsibilities. Pursuant to MoPSC rule 240-33.060(3) Company will provide the following information to residential customers at the time service is established:

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**STATEMENT OF RIGHTS AND RESPONSIBILITIES**  
**OF MISSOURI RESIDENTIAL TELEPHONE CUSTOMER**

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

**Your Telephone Bill.** You will receive a telephone bill from us each month. Phone-Link provides basic local telephone service only, including access to 9-1-1 Service, where available in your area. Phone-Link does not provide access to long distance, directory assistance service, or operator service. With respect to Prepaid Service, your monthly payment in full is due by the first day of the month following the date of the bill. If we do not receive your payment by the fifth day of the month following the date of the bill for Prepaid Service, your service is subject to suspension or disconnection. With respect to all other service, the Company, at its sole option, may terminate service in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

A one-time processing/application fee and the first month's service charge plus associated taxes are required to initiate service. The processing/application fee is 100% refundable upon request for termination of service within 10 business days following the date on which the Statement of Rights and Responsibilities of Missouri Residential Telephone Customer is either hand delivered or mailed to the Customer. In the event the Statement of Rights and Responsibilities of Missouri Residential Telephone Customer is mailed to the Customer, the 10 business days shall start on the date of the postmark. The recurring monthly service charge plus associated taxes, is also refundable within 10 business days and shall be prorated for the actual number of days which service has been provided with the unused portion being refunded to the Customer.

**Payment Arrangements.** Payment must be sent to Phone-Link or made at one of our Agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your telephone bill, please call Phone-Link immediately at 1-800-220-1377. By doing this, you may avoid having your phone service suspended or disconnected.

**Disconnection or Suspension of Telephone Service.** Your telephone service is subject to discontinuance for any of the reasons listed below. If your service is suspended, your telephone number is reserved for ten (10) days and you will not be charged installation charges again. If, after a period of suspension, service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. The installation charge for re-connection is \$20.00.

- 1) Nonpayment of an undisputed delinquent account;
- 2) Failure to post a required deposit or other advance payment;

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- 3) Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- 4) Failure to comply with the terms of a settlement agreement;
- 5) Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;
- 6) Misrepresentation of the identity in obtaining telephone utility service; or
- 7) As provided by federal and state law.

Prior to discontinuance, Phone-Link will send written notice by first-class mail notifying you of the impending discontinuance at least ten (10) days prior to the discontinuance of your service. Your service will not be discontinued until ten (10) days after such notice, and basic local telephone service may not be discontinued for failure to pay charges other than basic local telephone service, nor may your basic local telephone service be discontinued for failure to pay charges not subject to the jurisdiction of the Missouri Public Service Commission. Additionally, Phone-Link will make reasonable efforts to contact you at least 24 hours in advance prior to discontinuance of your telephone service. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance, but service may not be discontinued on a day when the offices of Phone-Link are not available to facilitate reconnection or on a day immediately preceding such day.

Residential Medical Emergency. Moreover, Phone-Link will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Phone-Link with reasonable evidence of such necessity.

Reconnection of Service. After local telephone service has been discontinued, Phone-Link will restore your service when the reason for the discontinuance has been remedied. Before restoring your service, the following will be required:

- 1) Payment for all undisputed amounts must be received by Phone-Link or its authorized Agent.
- 2) Installation charges of \$20.00 must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.

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Rates for Telephone Service

Company is required to list all rates for all services it provides. Phone-Link's rates and charges are as follows:

Non-Recurring Charges

Processing/Application	\$ 40.00
Request New Telephone Number, Address Change, Listed Name, or Retain Recently Disconnected Number* (*Disconnected number may not be available)	20.00
Directory Listing	0.00

Recurring Charges

Monthly Prepaid Service	\$ 49.00
Directory Listing	0.00
911 Service (*To be Determined--Customer will be charged the applicable 911 surcharge assessed by the respective counties)	TBD*

## Optional Features

Non-Recurring Charges

Add/Remove Features After Initial Account Set-Up	\$ 20.00
---	----------

Recurring Charges

Call Waiting	\$ 5.00
Call Forwarding	5.00
Non-Published Number	5.00
Area Calling	20.00
Voice Mail	10.00
Private Number	8.00
Caller ID with Name	10.00

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Procedures for Handling Inquiries and Complaints. Telephone inquiries may be directed to Phone-Link at 1-800-220-1377. Written inquiries may be directed to Phone-Link, Inc., 230 Yager Avenue, Suite 3, LaGrange, KY 40031.

Filing a Complaint with the Missouri Public Service Commission. If Phone-Link cannot resolve your complaint, you may call the Missouri Public Service Commission toll-free at 800-392-4211 or write the MISSOURI PUBLIC SERVICE COMMISSION, CONSUMER SERVICES DEPARTMENT, SUITE 800, 200 MADISON STREET, P.O. BOX 360, JEFFERSON CITY, MISSOURI 65102-0360, to file an informal complaint.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 600, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

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2.2. Responsibility and Use.

2.2.1. Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2. The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3. Transmission. The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

2.4. Call Blocking. Notwithstanding any other provision of this Tariff, the Company may block calls which are: (i) made to certain countries, cities, or central office ("NXX") exchanges; or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5. Interconnection.

2.5.1. Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.5.2. Interconnection with the facilities or services of Other Providers is subject to: (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities

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necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6. Equipment.

2.6.1. The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

2.6.2. The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.6.3. The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7. Title. Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8. Customer Premises. Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the willful misconduct of the Company, its employees, subcontractors or agents.

2.9. Non-Routine Maintenance and Installation. At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed

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reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

- 2.10. Interruption. The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time: (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.
- 2.11. Service Commencement and Acceptance. Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.
- 2.12. Minimum Service Period. The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order: (i) this MSP will automatically renew for subsequent terms of equal duration; and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.
- 2.13. Service Order Cancellation. Customers who cancel a Service Order prior to Service installation will incur a Charge equal to the greater of: (i) the non-recurring Charges for the MSP; or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.
- 2.14. Billing and Payments.
- 2.14.1. Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not (including long distance usage not blocked by an incumbent carrier), for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.
- 2.14.2. All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- 2.14.3. Company sets forth the following on residential bills:

- 2.14.3.A. The number of access lines for which charges are stated;
  - 2.14.3.13. The beginning or ending dates of the billing period for which charges are stated;
  - 2.14.3.C. A statement of the date the bill becomes delinquent if not paid;
  - 2.14.3.D. Penalty fees and advance payments, if any;
  - 2.14.3.E. The unpaid balance, if any;
  - 2.14.3.F. The amount due for basic service;
  - 2.14.3.G. An itemization of the amount due for all other regulated or nonregulated service including the date and duration (in minutes or seconds) for each toll call if such service is provided as an individual service;
  - 2.14.3.H. The amount due for all other regulated or nonregulated services offered at a packaged rate and an itemization of each service included in the package;
  - 2.14.3.1. An itemization of the amount due for taxes, franchise fees and other fees and/or surcharges which the telecommunications company, pursuant to its tariffs, bills to customers;
  - 2.14.3.J. The total amount due;
  - 2.14.3.K. A toll free telephone number where inquiries and/or dispute resolutions may be made for each company with charges appearing on the customer's bill;
  - 2.14.3.L. The amount of any deposit, advance payment and/or interest accrued on a deposit which has been credited to the charges stated; and
  - 2.14.3.M. During the first billing period in which a customer receives service, a customer must receive a bill insert or other written notice that contains an itemized account of the charges for the equipment and service for which the customer has contracted.
- 2.14.4. Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the

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Subscribers' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

- 2.14.5. Charges for Prepaid Service will be billed to Customer on a monthly (30 days) basis, in advance, on or before the 15th day of each month for the following month's service, and shall be due on the first day of the following month. Customer's Service is subject to discontinuance if the amount stated on the monthly invoice is not paid in full by the fifth day of the month following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.
- 2.14.6. Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to ten (10) business days' prior written notice by first class mail and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees.
- 2.14.7. Any invoice for Services not disputed in person, by telephone or in writing by Customer by the due date on any invoice thereof is to be deemed conclusively correct and binding upon the Customer and shall constitute a waiver of the Customer's right to continuance of Service under this chapter; provided however, that upon timely notification by the Customer of the dispute, Customer will have the right to obtain Company investigation of any disputed invoice before Service is disconnected in accordance with Regulation. Failure of a Customer to cooperate with the Company in efforts to resolve a dispute involving charges shall constitute a waiver of the Customer's right to continuance of Service. If the Company and Customer are unable to resolve the dispute to their mutual

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satisfaction, the Company shall notify the Customer of the right to file a complaint with the Commission in accordance with Regulation.

- 2.14.8. In the event Customer incurs charges for usage (including, but not limited to, long distance usage) not included as part of the Services but which was not blocked by the underlying carrier, then Customer shall be responsible for payment of any and all such charges incurred.
- 2.15. Late Payment Charge. Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation. In the case of Prepaid Service, Company may accept, in its sole discretion, in lieu of disconnecting Customer's Service for non-payment pursuant to Section 2.14.5, and in addition to any amount due to continue the Service, a late payment charge of Five Dollars (\$5.00) in the event the Customer fails to pay an invoice by the due date.
- 2.16. Deposits. The Company, at its sole discretion, may require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction, make a deposit for consumption of Services. The Company, at its sole option and discretion, may accept personal guarantees, bank letters of credit or surety bonds in lieu of a deposit. Interest will be paid on all residential deposits at a rate equal to one percent (1%) above the prime lending rate as published in the *Wall Street Journal*. The rate shall be adjusted annually on December 1 using the prime lending rate as published in the *Wall Street Journal* on the last business day of September of each year, plus one percent(1%). All deposits will be collected in accordance with Regulation.
- 2.17. Advance Payments.
- 2.17.1. Recurring Advance Payments. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of. (a) one (1) month's actual or estimated charges; or (b) the highest amount permitted by any applicable Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

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- 2.17.2. Non-Recurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges prior to consumption of Services.
- 2.18. Credit Limit. The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.
- 2.19. Taxes and Surcharges. The customer is responsible for the payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of network services. Company will itemize taxes and surcharges as separate line items on the customer's bill. All charges other than taxes and franchise fees will be submitted to the Commission for prior approval.
- 2.20. Discontinuation.
- 2.20.1. By Company. The Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to no less than ten (10) days prior written notice to the customer by first-class mail or such other notice period required by Regulation for any of the following reasons:
- 2.20.1.A. Nonpayment of an undisputed delinquent account;
- 2.20.1.B. Failure to post a required deposit or other advance payment;
- 2.20.1.C. Unauthorized used of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- 2.20.1.D. Failure to comply with the terms of a settlement agreement;
- 2.20.1.E. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;
- 2.20.1.F. Misrepresentation of the identity in obtaining telephone utility service; or
- 2.20.1.G. As provided by federal and state law.

Prior to discontinuance, Phone-Link will send written notice by first-class mail notifying the customer of the impending discontinuance at least ten

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(10) days prior to the discontinuance of its service. The customer's service will not be discontinued until ten (10) days after such notice, and basic local telephone service may not be discontinued for failure to pay charges other than basic local telephone service, nor may your basic local telephone service be discontinued for failure to pay charges not subject to the jurisdiction of the Missouri Public Service Commission. Additionally, Phone-Link will make reasonable efforts to contact you at least 24 hours in advance prior to discontinuance of your telephone service. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance, but service may not be discontinued on a day when the offices of Phone-Link are not available to facilitate reconnection or on a day immediately proceeding such day.

Residential Medical Emergency. Moreover, Phone-Link will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Phone-Link with reasonable evidence of such necessity.

- 2.20.2. By Customer. The Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.
- 2.21. Restoration of Services. The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.1.A.
- 2.22. Limitation of Liability.
- 2.22.1. Except as caused by its willful misconduct, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees): (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to

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any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

- 2.22.2. To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3. To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4. In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5. To the extent permitted by any applicable Regulation, except as caused by its willful misconduct, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.22.6. Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.
- 2.23. Disclaimer. The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for: (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure; (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT

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LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

- 2.24. Indemnification. Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.
- 2.25. Indemnification by Customer. Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:
- 2.25.1. Libel or slander resulting from Subscriber's use of the Services;
- 2.25.2. Any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities: (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3. Infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material

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transmitted (a) by any Subscriber, or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber provided facilities or services; or

2.25.4. Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.26. Credits and Credit Allowances.

2.26.1. Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which: (i) exceed in the aggregate twenty-four (24) hours per month; (ii) are directly caused by the Company; and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.26.2. In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

2.26.3. Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise

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to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

- 2.27. Local Calling Area. The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps and total calling scopes as approved by the Commission.
- 2.28. Access to Telephone Relay Service. Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.
- 2.29. Compliance. The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.
- 2.30. Force Maieure. The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.
- 2.31. Full Force and Effect. Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.
- 2.32. Cooperation. Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.
- 2.33. Governing Law. This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Missouri.

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2.34. Assignment.

2.34.1. By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2. By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.35. Reserved for Future Use.

2.36. Operator Services. The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls,



person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

### 3. DESCRIPTION OF SERVICES

3.1. Resold Local Exchange Service. Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service; (ii) Optional Service Features; (iii) Directory Listing Service; and (iv) 911 Service.

3.1.1. Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri. Prepaid Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A. Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., "900", "976", "711"). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company. However, Customer shall be responsible for charges incurred by Customer for any usage (including, without limitation, long distance usage) not blocked by the underlying carrier.

3.1.1.B. Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C. Optional Features. Prepaid Service Customers may select from the following optional features: (i) Call Waiting; (ii) Call Forwarding; (iii) Area Calling; (iv) Unpublished Number; and (v) Caller ID with Name.

3.1.1.D. Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.

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## 3.1.2. Optional Service Features.

- 3.1.2.A. Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B. Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C. Area Calling. Allows Customers to place calls within an extended area beyond the normal local service area.
- 3.1.2.D. Non-Published Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E. Caller ID with Name. This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, **ONLY** to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies,
- b) Federal, state, and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their

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touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller 11) is not available on operator-handled calls.

- 3.1.2.F. Voice Mail. Allows Customers to receive and store messages through a personalized voice mailbox.

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3.1.2.G. Private Number. Consists of the Caller ID with Name and Non-Published Number features, as described above.

3.2. Directory Listing Service.

- 3.2.1. The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.2.2. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3. The Company may, in its sole discretion, refuse a listing: (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4. In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3. 911 Emergency Service ("911 Service").

- 3.3.1. 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.3.2. Company is obligated to supply the E-911 service provider in Company's service area with accurate information necessary to update the E-911 database at the time Company submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- 3.3.3. At the time, and if ever, Company provides basic local service to a Customer by means of Company's own cable pair, or over any other exclusively owned facility, Company will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.

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- 3.3.4. At the time, and if ever, Company provides basic local service to a Customer by means of Company's own cable pair, or over any other exclusively owned facility, Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Company.
- 3.3.5. The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 3.3.6. Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 3.3.7. By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 3.3.8. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to R.S.Mo. § 190.310. The Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

#### 4. RATES

- 4.1. Return Check Charge. The Customer will be charged twenty five dollars (\$25.00) whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.
- 4.2. Promotions. The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may

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be limited to a specific geographical area or to a subset of a specific market group; provided, however, that for all promotional offerings, Company will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying: (i) the promotion; (ii) the exchange(s) within which the promotion will be offered; and (iii) the start and end dates of the promotion. Company will offer all promotions in a non-discriminatory manner.

4.3. Rates for Resold Local Exchange Services.4.3.1. Prepaid Residential Telecommunications Service.4.3.1.A. Non-Recurring Charges.

Processing/Application	\$40.00
Request New Telephone Number, Address Change, Listed Name, or Retain Recently Disconnected Number*	20.00
(*Disconnected number may not be available)	
Directory Listing	0.00

4.3.1.B. Recurring Charges.

Monthly Prepaid Service	\$49.00
Directory Listing	0.00
911 Service	TBD*
(*To Be Determined--Customer will be charged the applicable 911 surcharge assessed by the respective counties)	

4.3.1.C. Optional Features.4.3.1.C.1 Non-Recurring Charges

Add/Remove Features After Initial Account Set-Up	\$20.00
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4.3.1.C.2 Recurring Charges

Call Waiting	\$ 5.00
Call Forwarding	5.00
Non-Published Number	5.00
Area Calling	20.00
Voice Mail	10.00
Private Number	8.00
Caller ID with Name	\$ 10.00

- 4.4. Directory Assistance. The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.
- 4.5. Rates for Hearing or Speech Impaired. For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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